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IN UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

TIKIGAQ CONSTRUCTION, LLC,

Plaintiff,

vs.

JANUS GLOBAL OPERATIONS LLC,

Defendant

Case No.

COMPLAINT

**COMPLAINT OF PLAINTIFF TIKIGAQ CONSTRUCTION, LLC**

Plaintiff Tikigaq Construction, LLC (“Tikigaq”) for its Complaint against  
Defendant Janus Global Operations, LLC (“Janus”) alleges as follows:

**I. PARTIES**

1. Plaintiff Tikigaq is an Alaska Native corporation organized under the  
laws of the State of Alaska and maintaining its principal place of business in the State  
of Alaska.

1           2.       On information and belief, Defendant Janus is a limited liability company  
2 organized under the laws of the State of Delaware and maintaining its principal place  
3 of business in the State of Tennessee.  
4

## 5                                   **II.     JURISDICTION AND VENUE**

6           3.       This Court has subject matter jurisdiction over this matter pursuant to 28  
7 U.S.C. § 1332. Plaintiff is a resident of the State of Alaska. Defendant is a resident of  
8 the states of Delaware and Tennessee. The amount in controversy, exclusive of interest  
9 and costs, exceeds the sum or value of \$75,000.  
10

11          4.       Venue in the District of Alaska is proper under 28 U.S.C. § 1391 because  
12 Tikigaq resides and is located in this District and the subject contracts and agreements  
13 were executed in part in this District. Venue is also proper in the District of Alaska per  
14 the agreement of the parties.  
15

## 16                                   **III.    STATEMENT OF FACTS**

17          5.       Tikigaq is a construction contractor that provides design-build and  
18 construction management services to the U.S. government and other customers.  
19 Tikigaq served as a prime contractor and subcontractor for HUBzone Multiple Award  
20 Construction Contract N40192-16-D2706 and other contracts (“Projects”) awarded by  
21 the U.S. Department of Defense (“Government”). The Projects involved the design and  
22 construction of certain U.S. military facilities on the island of Guam.  
23  
24  
25  
26

1           6. Janus is an integrated stability operations company that provides  
2 munitions response, demining, IED remediation, logistics, life support, and other  
3 services.  
4

5           7. As is typical for projects in Guam, the Projects involved certain  
6 Munitions and Explosives of Concern (“MEC”) work due to prior military operations  
7 in Guam. MEC work involves locating and safely removing potentially dangerous  
8 munitions and explosives on a project site prior to the follow-on construction trades’  
9 performance of their respective work on the Projects.  
10

11           8. In 2019, Janus contacted Tikigaq and expressed an interest in starting to  
12 perform MEC work in Guam. Janus had prior experience performing MEC work  
13 elsewhere, but had never performed MEC work in Guam and viewed Guam as a  
14 financially viable new market for Janus. Ultimately, the parties negotiated and  
15 executed a Teaming Agreement dated July 17, 2019 for purposes of cooperatively  
16 pursuing government contracts together in Guam (“Teaming Agreement”).  
17  
18

19           9. Tikigaq and Janus entered into a Master Subcontract Agreement dated  
20 July 21, 2019 (“MSA”) for purposes of subcontracting certain MEC work on the  
21 Projects to Janus.  
22

23           10. Pursuant to the MSA, Tikigaq issued certain Task Orders to Janus for  
24 performance of certain MEC work on various Projects: Task Order 7009, Task Order  
25 7011, Task Order 7018, Task Order 7027, Task Order 7047, Task Order 7070, Task  
26

1 Order 7078, Task Order 7085, Task Order 7090, Task Order 7098, Task Order 7101  
2 and Task Order 7107 (“Task Orders”).

3  
4 11. The MSA required Janus to timely and properly provide all labor,  
5 equipment and materials necessary for timely and proper performance of the Task  
6 Order work, including submission of required work plan submittals.

7  
8 12. As a pre-condition to the commencement of its Task Order work, Janus  
9 was required to timely provide certain key submittals to Tikigaq for approval by the  
10 Government (including personnel qualifications, work plans and other submittals).

11  
12 13. Janus repeatedly failed to provide adequate manpower to timely  
13 prosecute the work in accordance with the agreed-upon Task Order schedules, which  
14 resulted in delays and impacts to Tikigaq and the Projects.

15  
16 14. Janus repeatedly failed to timely and properly comply with its submittal  
17 obligations (including personnel qualifications submittals and work plan submittals),  
18 which resulted in delays and impacts to Tikigaq and the Projects.

19  
20 15. Janus failed to comply with its safety obligations on certain Task Orders,  
21 which resulted in delays and impacts to Tikigaq and the Projects.

22  
23 16. In the Summer of 2020, Janus abandoned the Projects and advised  
24 Tikigaq that it would be demobilizing from the Projects and would no longer be  
25 progressing any Task Order work.

26  
17. As a result of Janus’ abandonment of the Projects and ongoing and  
persistent failures to comply with its performance obligations, Tikigaq invoked the

1 default provisions in the MSA. After multiple notices to cure were met with no  
2 corrective action and further Janus failures, Tikigaq exercised its right to terminate the  
3 MSA in August 2020.

4  
5 18. Subsequent to the termination of Janus, Tikigaq hired a replacement MEC  
6 subcontractor to finish Janus' incomplete Task Orders resulting in additional costs to  
7 Tikigaq for which Janus is responsible.

8  
9 19. As a result of Janus' default and material breaches of the MSA, Tikigaq  
10 has incurred damages in an amount to be proven at trial but at least \$2,911,450.44 plus  
11 interest, attorneys' fees and costs.

#### 12 **IV. FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

13  
14 20. Tikigaq restates and incorporates all prior paragraphs of this Complaint  
15 as if fully set forth herein.

16 21. Janus breached its express and implied obligations under the MSA and  
17 the Task Orders in a number of ways, including but not limited to abandoning the  
18 Projects, failing to provide adequate manpower for the Projects, failing to comply with  
19 its safety obligations on the Projects and failing to timely and properly provide certain  
20 submittals.

21  
22 22. As a direct and proximate result of Janus' breaches of its express and/or  
23 implied obligations under the MSA and the Task Orders, Tikigaq has incurred damages  
24 in an amount to be proven at trial but at least \$2,911,450.44 plus interest, attorneys'  
25 fees and costs.  
26

1                                   **V.     SECOND CAUSE OF ACTION – INDEMNITY**

2           23.     Tikigaq restates and incorporates all prior paragraphs of this Complaint  
3 as if fully set forth herein.  
4

5           24.     As a direct and proximate result of Janus’ breaches of its express and/or  
6 implied obligations under the MSA and the Task Orders, certain third-party claims for  
7 damages have been asserted and/or may be asserted against Tikigaq.  
8

9           25.     Pursuant to Janus’ express and/or implied indemnity obligations, to the  
10 extent Tikigaq is held responsible for any third-party claims related in any way to  
11 Janus’ Task Order work, Janus is obligated to indemnify Tikigaq for such damages in  
12 an amount to be proven at trial.  
13

14                                   **VI.     PRAYER FOR RELIEF**

15           Tikigaq respectfully requests the following relief:

16           1.     Judgment in favor of Tikigaq and against Defendant in an amount to be  
17 proven at trial but at least \$2,911,450.44.  
18

19           2.     Pre-judgment interest to the fullest extent permitted by law from the  
20 earliest date of liquidation until entry of judgment.

21           3.     Post-judgment interest to the fullest extent permitted by law from the date  
22 of entry of judgment until paid in full.

23           4.     Award of costs and attorneys’ fees to the fullest extent permitted by  
24 contract, law and/or equity.  
25

26           5.     Any other relief this Court deems just and equitable.

1  
2 DATED May 12, 2022.  
3  
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*/s/ Jess Webster*

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